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RECORDATION NO. 23289-D FILED

AUG 30 '02 2-36 PM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
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(202) 466-6532

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August 30, 2002

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the six originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Assignment and Assumption Agreement, a secondary document, dated as of August 30, 2002. The primary document to which this is connected is recorded under Recordation No. 23289. We request that one copy of this document be recorded under Recordation No. 23289-D.

The names and addresses of the parties to the Partial Assignment and Assumption Agreement are:

Assignor:

Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Assignee:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, OH 45263

A description of the equipment covered by the Partial Assignment and Assumption Agreement consists of two GP-38 locomotives numbered TPW 3821 and 3878; one GP-40 locomotive numbered TPW 4020; four GP-40-2 locomotives numbered TPW 4052, 4053, 4054, and 4055; and one GP-40-x locomotive numbered TPW 4056.

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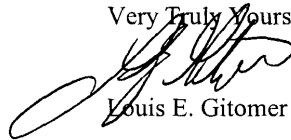
Honorable Vernon A. Williams
August 30, 2002
Page 2

A fee of \$ 30.00 is enclosed. Please return five originals to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Partial Assignment and Assumption Agreement between Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and The Fifth Third Leasing Company, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering two GP-38 locomotives numbered TPW 3821 and 3878; one GP-40 locomotive numbered TPW 4020; four GP-40-2 locomotives numbered TPW 4052, 4053, 4054, and 4055; and one GP-40-x locomotive numbered TPW 4056.

Very Truly Yours,



Louis E. Gitomer

Enclosures

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (the "Assignment") is entered into as of this 30th day of August, 2002, between Banc of America Leasing & Capital, LLC, as assignor (the "Assignor"), and The Fifth Third Leasing Company, as assignee (the "Assignee").

WHEREAS, Assignor is party to that certain master lease and schedule 001 (collectively, the "Lease Agreement") with RailTex, Inc. , as lessee (the "Lessee"), which is described and defined on Exhibit A attached hereto, whereby, among other things, Assignor leased to Lessee that certain railcar(s), which are also described on Exhibit A attached hereto and defined collectively as the "Railcars," and as more specifically described in the Lease Agreement.

WHEREAS, pursuant to that certain Purchase Agreement dated as of August 30, 2002 among Assignor and Assignee and the other parties thereto, Assignor has agreed to sell, transfer and assign to Assignee, among other things, all of its right, title and interest in and to the Railcars and the Lease Agreement as set forth herein.

WHEREAS, the parties desire to reflect the partial assignment and assumption of the Lease Agreement as to the Railcars on the records of the Surface Transportation Board and are entering into this Assignment for that purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreement relates to and covers the Railcars, and all documents, agreements and instruments executed and delivered pursuant thereto, and Assignee does hereby accept the foregoing sale, assignment, conveyance and transfer of all of Assignor's right, title, interest, obligations, duties and liabilities in, to and under the Lease Agreement, but insofar and only insofar as the Lease Agreements relates to and covers the Railcars, as to all time periods from and after the date of this Assignment, and agrees and confirms for the benefit of Assignor and Lessee that Assignee shall be a party to the Lease Agreement as the "Lessor" thereunder with regard to the Railcars, and agrees to assume and be bound by all the terms and undertake all of the obligations of the Assignor contained therein.

2. Notwithstanding the assignment and assumption contained above in Section 1, Assignor and Assignee hereby understand and agree that the master lease between Assignor and Lessee, which is described on Exhibit A attached hereto (the "Master Lease") is only partially assigned hereunder by Assignor to Assignee, with

RECORDATION NO. 23289-D FILED

AUG 30 '02 2-36 PM

SURFACE TRANSPORTATION BOARD

such assignment of the Master Lease being only insofar as the Master Lease relates to the Railcars.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. This Assignment shall run to the benefit of, and be binding upon, the successors and assigns of Assignor and Assignee.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.

This Assignment is duly executed by Assignor and Assignee on the date first above written.

The Fifth Third Leasing Company
(Assignee)

By: Edward M. Elkin

Title: Vice President

Banc of America Leasing & Capital, LLC,
(Assignor)

By: Carol Jones

Title: CAROL JONES
VICE PRESIDENT

State of Georgia

County of Dekalb

On this 23 day of August, 2002, before me, Gail Beall the undersigned Notary Public, personally appeared Carol Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C Beall
Notary Public for _____
My Commission expires Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2005

State of OHIO
County of Hamilton

On this 28 day of August, 2002, before me, Thomas J. Merkle the undersigned Notary Public, personally appeared Edward McElver personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Thomas J. Merkle
Notary Public for _____
My Commission expires THOMAS J. MERKLE
Notary Public, State of Ohio
My Commission Expires Dec. 16, 2006

EXHIBIT A

The Lease Agreement

Lease Agreement Number 01688-00400 dated December 14, 2000 between Banc of America Leasing & Capital, LLC, as lessor, and RailTex, Inc., as lessee, and recorded with the Surface Transportation Board on December 27, 2000, Number 23289 and Schedule 001 dated December 14, 2000 thereto and recorded with the Surface Transportation Board on December 27, 2000, Number 23289-A.

The Railcars

Two GP-38 used locomotives numbered TPW 3821 and TPW 3878; one GP-40 used locomotive numbered TPW 4020; four GP-40-2 used locomotives numbered TPW 4052, 4053, 4054, and 4055; and one GP-40-X locomotive numbered TPW 4056.